IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMARY SUIT NO.2119 OF 2004

The Karnataka Bank Ltd. ..Plaintiffs.

Vs.

Mr.Barkatulla abdullah,
Prop. of M/s.Shah Barrel
Suppliers & Anr. ..Defendants.

Mr.K.S.Shetty for the Plaintiffs.
None for the Defendants.

CORAM : S.J. VAZIFDAR, J.
DATED : 7TH DECEMBER, 2005

P.C. :

This is a usual bank suit to recover the amounts due in respect of an over-draft facility granted by the Plaintiffs to Defendant No.1. Defendant No.2 is the co-obligator. The usual documents, including the promissory note has been signed by both the Defendants.

2. The learned counsel for the Plaintiffs tenders a compilation of original documents. The same are taken on record taken on record and marked Exhibit "A" collectively.

3. The liability has been confirmed by a letter dated 17.3.2003. There is no written statement.

There is no defence to the suit. The averments and the submissions contained in the plaint are therefore accepted as correct.

4. In the circumstances, the suit is decreed as prayed. However, interest after the date of the suit shall be on the principal sum of Rs.1,46,656/-.

Refund as per rules.

Certified copy expedited.